

NOV 28 2008

DARDI & ASSOCIATES, PLLC

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FACSIMILE COVER SHEET

TOTAL NUMBER OF PAGES BEING SENT: 17

☐ Original documents to follow by mail ☒ No originals will be sent

DATE: November 28, 2008

TO: Patent Application Assistance Center
Confirmation No. 8935

PHONE #: 571-272-4000

FAX #: 571-273-8300

One Security Centre
Suite 400
3490 Piedmont Road
Atlanta, GA 30305
404.949.5730 phone
612.746.3006 faxPatent No.: 7,370,268
Applicant: Tann et al.

OUR REF.: 5038.19US01

FROM: Peter S. Dardi, Ph.D.
PHONE #: 404-949-5730

Attached is the following for filing in the above-identified application.

- (1) Certificate Under 37 C.F.R. §3.73 (b); and
- (2) Power of Attorney and Change of Attorney Address.

Respectfully submitted,

Peter S. Dardi, Ph.D.
Registration No. 39,650

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office, Fax No. 571-273-8300 on the date shown below.

November 28, 2008
Date
Peter S. Dardi, Ph.D.

THIS FACSIMILE TRANSMISSION CONTAINS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED FOR THE PARTY IDENTIFIED ABOVE. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE CALL DARDI & ASSOCIATES, PLLC COLLECT AT (612) 746-3005. DISTRIBUTION, REPRODUCTION OR ANY OTHER USE OF THIS TRANSMISSION BY ANY PARTY OTHER THAN THE INTENDED RECIPIENT IS STRICTLY PROHIBITED.

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NOV 28 2008

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of:

Attorney Docket No.: 5038.19US01

Tann et al.

Confirmation No. 3599

Patent No.: 7,370,268

Issued: May 6, 2008

For: SYSTEMS AND METHODS FOR MANAGING AND PRESENTING MULTIMEDIA
AND CONTENT RICH DATA ON A REMOVABLE MEMORY APPARATUS

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Data Transfer, LLC, a corporation, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From Johnathan P. Tann, James P. Tann and Richard T. Culver to Macroport, Inc.

The document was recorded in the Patent and Trademark Office at Reel 014837, Frame 0653 or for which a copy thereof is attached.

Patent No.: 7,370,268

2. Assignment From Macroport, Inc. to Migo Software, Inc.

The document was recorded in the Patent and Trademark Office at Reel 020296, Frame 0282 or for which a copy thereof is attached.

3. Security Interest from Migo Software, Inc. to Vencore Solutions LLC

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____ or for which a copy thereof is attached.

4. Transfer of Collateral Under Default of Security Agreement from Migo Software, Inc. to Vencore Solutions LLC

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____ or for which a copy thereof is attached.

5. Assignment and Purchase Agreement from Vencore Solutions LLC to Data Transfer, LLC

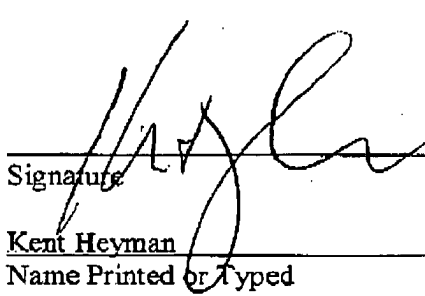
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____ or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

Patent No.: 7,370,268

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: November 24, 2008

SignatureKent Heyman_____
Name Printed or TypedCEO_____
Title

NOV 28 2008

SEP-27-2007 11:05

VENCORE

523 675 3136 P.09/13

VENCORE SOLUTIONS LLC*Financial Services and Emerging Growth Companies Coming Together*

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company
 4300 SW Kraus Way, Suite 350 • Lake Oswego, OR 97035
 (503) 696-4997 • Fax: (503) 675-3136

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 10, 2007
 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Migo Software, Inc.,
 a Delaware Corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Loan and Security Agreement

Page 1 of 5

Confidential

X _____ (Initials of Grantor)

X lu (Initials of Grantor)**PATENT**REEL: 019881 FRAME: 0266 **3**

SEP-27-2007 11:05

VENCORE

503 675 3136 P.10/13

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

555 Twin Dolphin Drive, Suite 650
Redwood City, CA 94065
Attention: Richard Lieberman

Migo Software, Inc., a Delaware Corporation

By: X _____

Name: Kent HeymanTitle: Chief Executive OfficerBy: X RLName: Richard LiebermanTitle: Chief Financial Officer

Address of Lender:

4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attention: Jim Johnson

LENDER:

VENCORE SOLUTIONS LLC,
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

Loan and Security Agreement

Page 2 of 5

Confidential

X _____ (initials of Grantor) X RL (initials of Grantor)

PATENT

REEL: 019881 FRAME: 0267

SEP-27-2007 11:05

VENCORE

503 673 3136 P.11/13

EXHIBIT A
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|----------------------------|--------------------------|
|--------------------|----------------------------|--------------------------|

Loan and Security Agreement

Confidential

Page 1 of 5

X _____ (initials of Grantor)

X RU (initials of Grantor)

PATENT

REEL: 019881 FRAME: 0268

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VENORE

503 675 3136 P.12/13

EXHIBIT B

PATENTS

| Description | Patent/Application Number | Issue/Application Date |
|--|------------------------------|---------------------------|
| System and method for transferring personalized information among computers, | 10/335,070 | 5/8/2003 |
| Icon Manager | 11/443,622 | 5/31/2006 |
| Optimize PST File Configuration | 11/763,337 | 6/14/2006 |
| Leave No Trace | 11/479,682 | 6/30/2006 |
| Hide Icons From Guest Computer | 11/479,467 | 6/30/2006 |
| Suppress Display of Guest Computer | 11/479,383 | 6/30/2006 |
| Show Icons and Email | 11/479,676 | 6/30/2006 |
| Access MS Email | 11/479,466 | 6/30/2006 |
| Universal Data File, Roundhouse | 60/895,954 | 3/20/2007 |
| Universal Loader | 20040172526 | 2003 |
| PhotoPlay | 20070115149 | 2006 |
| Mobile Billboard | 20050028078 | 2003 |
| Real Time Video Auto Scaling | X <u>TBD</u> | 2006 |
| Card Based Digital Rights Management | X <u>TBD</u> | 2006 |
| MigoNetSync | TBD | 7/2007 |
| MigoDeposit | TBD | 7/2006 |
| MigoOmniSync | TBD | 8/2007 |
| MigoAppListener/SDK | TBD | 8/2007 |

Loan and Security Agreement

Page 4 of 5

Confidential

X _____ (Initials of Grantor)

X (Initials of Grantor)

PATENT

REEL: 019881 FRAME: 0269

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VENCORE

503 675 3136 P.13/13

EXHIBIT C
TRADEMARKS

| Description | Registration/ Application Number | Registration/ Application Date |
|-------------|-------------------------------------|-----------------------------------|
| MIGO | 3,004,97 | 10/4/2005 |

Loan and Security Agreement

Confidential

X _____ (Initials of Grantor)

X RL (Initials of Grantor)

Page 5 of 5

PATENT

REEL: 019881 FRAME: 0270 13

04/17/2008 14:47 4122797931
RFR-17-2008 13:06 FROM:BUSINESS CENTER 210
04/17/2008 11:35 4122797931

TO:4122797931

PAGE 02/02
P.2/2

PAGE 05/05

**CONSENT TO SECURED PARTY'S ACCEPTANCE OF COLLATERAL
IN FULL SATISFACTION OF OBLIGATION**

STATE OF CALIFORNIA

COUNTY OF _____

April 17, 2008

To: Data Transfer, LLC

The undersigned, Kent Heyman, as President and CEO of Migo Software, Inc., being the party designated as "Debtor" in the Loan and Security Agreement Number 1707, dated August 10, 2007, executed by said corporation and VenCore Solutions LLC, as Secured Party, said Secured Party's interests having been transferred and assigned to Data Transfer, LLC, as of April 11, 2008, does hereby acknowledge that Migo Software, Inc. is in default under the Loan and Security Agreement Number 1707 and Promissory Notes executed pursuant thereto, and hereby consents to the acceptance by Data Transfer, LLC of the Collateral described in the Loan and Security Agreement #1707 in full satisfaction of all the obligations secured thereby.

MIGO SOFTWARE, INC.

By: 

Kent Heyman

334667-1

NOV 28 2008

ASSIGNMENT AND PURCHASE AGREEMENT

This ASSIGNMENT AND PURCHASE AGREEMENT ("AGREEMENT") is dated as of April 11, 2008 (the "Effective Date"), between VENCORE SOLUTIONS LLC, a Delaware limited liability company ("Assignor") and DATA TRANSFER, LLC (the "Assignee").

RECITALS

A. Assignor entered into the Loan and Security Agreement Number 1707, dated as of August 16, 2007, with Migo Software, Inc., a Delaware corporation ("Borrower") the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings assigned to them in the Loan Agreement), and Assignor made Advances thereunder to Borrower in an aggregate principal amount outstanding of Two Million Dollars (\$2,000,000), as evidenced by (i) Promissory Note Number 01, dated as of August 16, 2007, in the original principal amount of One Million Dollars (\$1,000,000), executed by Borrower to the order of Assignor, and (ii) Promissory Note Number 02, dated as of September 21, 2007, in the original principal amount of One Million Dollars (\$1,000,000), executed by Borrower to the order of Assignor (collectively the "Notes"). The principal outstanding, interest accrued and other Obligations outstanding total One Million Eight Hundred Forty-Two Thousand Three Hundred Eighty-Four Dollars and Forty-Five Cents (\$1,842,384.45) (the "Outstanding Obligations").

B. Borrower granted to Assignor a security interest in the Collateral to secure its payment and performance of the Obligations.

C. Assignor issued a Notice of Default to Borrower by letter, dated April 4, 2008, asserting an Event of Default under the Loan Agreement, and declaring all outstanding Obligations immediately due and payable.

D. On the terms and conditions set forth below, Assignor desires to sell and assign to the Assignee, and the Assignee desires to purchase and assume from Assignor, a 100% interest (the "Assignment") in and to all of the Assignor's rights and obligations in, to and under the Loan Agreement and the other Loan Documents (all such agreements and documents being purchased and assumed, being the "Assigned Documents"), as of the Effective Date.

NOW, THEREFORE, IT IS AGREED THAT:

1. Assignment. Effective upon compliance with Section 2, Assignor hereby sells and assigns to Assignee WITHOUT RECOURSE, and Assignee hereby purchases and assumes from Assignor, in consideration for payment of an assignment price of One Million Seven Hundred Twenty-Five Thousand Seven Hundred Seventeen Dollars and Seventy-Eight Cents (\$1,725,717.78) (the "Assignment Price"), all of Assignor's rights and obligations under the Loan Agreement and the other Assigned Documents as of the Effective Date.

2. **Closing Conditions.** The Assignment shall occur upon the satisfaction of the following conditions precedent:

(a) Assignee delivering to Assignor a Secured Promissory Note in the principal amount equal to the Assignment Price, substantially in the form attached as Exhibit A;

(b) Assignee delivering to Assignor evidence of a capital contribution of One Million Dollars (\$1,000,000) in cash in the form of an equity contribution;

(c) Assignee delivering to Assignor the Articles of Organization and the Operating Agreement for Assignee, which shall be in form and substance satisfactory to Assignor;

(d) Assignee delivering to Assignor resolutions authorizing the Assignment and the other transactions described herein, in form and substance satisfactory to Assignor;

(e) Assignee reimbursing Assignor for its reasonable attorneys fees and costs incurred in connection with the transactions contemplated herein up to a maximum of Twenty Thousand Dollars (\$20,000); and

(f) Assignee's representations and warranties being true and correct in all material respects.

3. **Notices of Assignment.** Assignor agrees as follows:

(a) On the Effective Date, Assignee is hereby authorized to file a UCC Financing Statement assigning Assignor's UCC Financing Statement #20073127387, filed on August 16, 2007, to Assignee and to take all other actions reasonably necessary to give notice of Assignee's assumption of Assignor's rights and obligations under the Assigned Documents.

(b) On the Effective Date, Assignor and Assignee shall notify Silicon Valley Bank that Assignor's rights and obligations under the Deposit Account Control Agreement, dated as of August 15, 2007, by and among Assignor, Borrower and Silicon Valley Bank (the "Control Agreement") have been assigned to Assignee, and in conjunction with such notification, Assignee shall assume in writing all of Assignor's obligations under the Control Agreement in accordance with Section 19 of the Control Agreement.

(c) After Assignee's execution and delivery of this Agreement, Assignor will, upon Assignee's request, promptly provide to Assignee copies of all Assigned Documents and other documents not previously furnished to Assignee that were delivered to Assignor pursuant to the conditions to closing set forth in Section 3.1 of the Loan Agreement.

4. **Assignor Representations.**

(a) **Representations.** Assignor represents and warrants to Assignee that:

(i) as of the date hercof (i) the outstanding principal amount of the Advances is \$1,680,689.73, (ii) the accrued interest is \$21,694.72, and (iii) all other Obligations outstanding are \$140,000.00;

(ii) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Liens or other adverse claims; and

(iii) the copies of the Loan Agreement and any other Assigned Documents delivered by Assignor to Assignee are true and correct copies of such documents.

(b) **Limitations on Representations.** Assignor makes no representations or warranties, other than those set forth in Section 5(a), and does not assume any responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or any other Assigned Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other Assigned Document furnished pursuant thereto. Assignor makes no representations or warranty, and assumes no responsibility, with respect to the Borrower's financial condition, or any other Assigned Document furnished pursuant thereto.

5. **Assignee Representations** Assignee represents, warrants and covenants to Assignor that:

(a) It has the authority and power to enter into this Agreement;

(b) It has received a copy of the Loan Agreement, together with copies of such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter this Agreement; and

(c) It will, independently and without reliance upon Assignor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement or any other Assigned Documents.

6. **Effect of Assignment.** As of the Effective Date, (a) Assignee shall be a party to the Loan Agreement and shall be entitled to the rights and benefits of the Assigned Documents and have the rights and obligations of Assignor thereunder, and (b) Assignor shall relinquish its rights and be released from its obligations under the Loan Agreement and the other Assigned Documents. The foregoing notwithstanding, Assignor shall retain all indemnification rights applicable to it under Section 9.3 of the Loan Agreement.

7. **Further Actions.** Each of the parties to this Agreement agrees that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Agreement.

8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless

continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

9. Survival. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement, regardless of any investigation made by the party to whom such representations and warranties are made.

10. Entire Agreement; Amendment. This Agreement constitutes and contains the entire agreement of Assignor and Assignee and supercedes all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof. No amendment, modification, termination or waiver of any provision of this Agreement will be effective without the written consent of Assignor and Assignee.

[Remainder of Page Intentionally Blank]

PA:10547049.3

11. Governing Law: Counterparts. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to conflicts of law principles. This Agreement may be executed in any number of counterparts, each of such counterparts constituting an original but together only one agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by a duly authorized person on the date first set forth above.

ASSIGNOR:

VENCORE SOLUTIONS, L.L.C.

By 

Name: James J. Johnson

Title: SVP

ASSIGNEE:

DATA TRANSFER, LLC

By 

Name: Matthew J. Guzman

Title: Managing Director

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NOV 28 2008

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of:

Attorney Docket No.: 5038.19US01

Tann et al.

Confirmation No. 3599

Patent No.: 7,370,268

Issued: May 6, 2008

For: SYSTEMS AND METHODS FOR MANAGING AND PRESENTING MULTIMEDIA
AND CONTENT RICH DATA ON A REMOVABLE MEMORY APPARATUSPOWER OF ATTORNEY AND CORRESPONDENCE
ADDRESS INDICATION FORMCommissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I hereby appoint the practitioners associated with Customer Number 62274 to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Address all telephone calls to: Peter S. Dardi, Ph.D. at telephone number (404) 949-5730.

Address all correspondence to:

Customer Number 62274
Dardi & Associates, PLLC
US Bank Plaza, Suite 2000
220 South 6th Street
Minneapolis, Minnesota 55402*Please grant any extension of time necessary for entry; charge any fee due to Deposit Account No. 50-3863.*

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office, Fax No. 571-273-8300 on the date shown below.

Date

November 28, 2008

Peter S. Dardi, Ph.D., Esq.

Peter S. Dardi

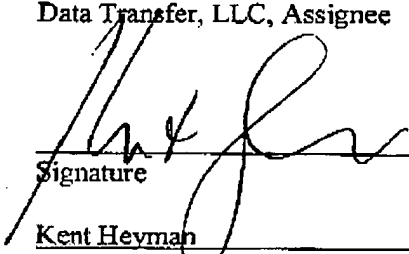
Patent No.: 7,370,268

Additionally, please charge any future fees to Deposit Account No. 50-3863.

All previous powers of attorney granted in this case are hereby revoked.

Data Transfer, LLC, Assignee

Date: November 24, 2008


Signature

Kent Heyman

Name Printed or Typed

CEO

Title